

## **By. Law No. 6 (Renewal)**

1. Subject to ratification by the relevant PTA executive and the National Executive, and except as otherwise extended by the National Executive, no transfer of funds may be made by LPC to any PTA after November 1, 2009, unless that PTA has duly executed a Finance and Administrative Services Agreement, which agreement shall contain, at a minimum, provisions providing for:

(a) An annual centralized budgeting process pursuant to the negotiated Finance and Administrative Service Agreements, wherein:

- a. the total amount of each PTA's budget or funding allocation shall be determined annually through a process to be determined pursuant to those Agreements, (and for greater clarity, until decided otherwise by the National Executive or adopted in an agreement ratified by the National Executive, the amount of the budget or funding allocation of the PTAs shall be based on the same formulas as set out in the current funding and finance agreements); and
- b. whereafter each PTA shall set the details of and administer their own budget within the parameters established by those Agreements;

(b) For PTAs that are not blended PTAs:

- a. The administration by LPC of most back office administrative matters of the PTAs, including (except where such inclusion would not be practical and appropriate in all the circumstances or consistent with the objectives hereof):
  - i. the management of all bank accounts,
  - ii. accounting,
  - iii. auditing,
  - iv. bookkeeping,
  - v. payroll,
  - vi. benefits,
  - vii. party websites,
  - viii. the execution of all leases,
  - ix. the administration of all leases,
  - x. receipts and receipting,
  - xi. compliance,
  - xii. the execution of all contracts;
  - xiii. the administration of all contracts;
- b. The continued selection, oversight and termination of all PTA staff by PTA Executives, and the continued management of the affairs of each PTA by its PTA Executive; and
- c. The transfer – except where such transfer would not be practical and appropriate in all the circumstances or consistent with the objectives hereof – to LPC from each PTA of all property of that PTA, to be held by LPC on behalf of the PTA, which property is to be administered by the PTA as agent for LPC;

(c) For PTAs that are blended PTAs:

- a. A clear statement of deliverables expected of the blended PTA in exchange for the funding allocated annually pursuant to paragraph (a) above.

